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THE STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

W. A. SEYBT & CO.
REGISTER

To All Whom These Presents May Concern: That I, James L. Duncan, of the County of Greenville, State of South Carolina, SEND GREETING:

Whereas, I, the said James L. Duncan,

in and by my certain promissory note in writing, of even date with these Presents, am well and truly indebted to D. E. Galway,

in the full and just sum of five thousand dollars (\$5,000.00.)

to be paid six (6) months after date, with the right to renew the same for an additional six (6) months if desired,

with interest thereon from date

at the rate of six per centum per annum, to be computed and paid at maturity,

until paid in full: all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That I, the said James L. Duncan,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said D. E. Galway,

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said James L. Duncan,

in hand well and truly paid by the said D. E. Galway,

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained,

sold and released, and by these Presents do grant, bargain, sell and release unto the said D. E. Galway, all that certain lot of land on the northwest corner of Langston Drive and Merriweather Street, in Sans Souci Heights, a Sub-Division on the New Buncombe Road about three miles north of the City of Greenville, said lot being known and designated as lot one hundred and seventy-four (174), on Plat of said property recorded in the Office of the Register of Mesne Conveyance for Greenville County in Plat Book "BB" at pages 90 and 91, and said Plat is hereby referred and made a part hereof for a full description thereof.

It is agreed between the parties hereto that this mortgage is a construction loan and the money is to be used in the erection of a house on said lot.

*M. Aug. 31
W. A. Seybt & Co.
9.50 N. 18636*